

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ALABAMA
AT BIRMINGHAM**

In Re:)	
)	
DEMETRIUS DUWAYNE CALDWELL and)	
SABRINA BYRD CALDWELL,)	Bankruptcy Case #05-13100-TBB7
)	
<u>Debtor.</u>)	Chapter 7
UNITED CONSUMERS CREDIT UNION,)	
)	
Creditor.)	

REAFFIRMATION AGREEMENT

THIS AGREEMENT made and entered into this 20th day of December, 2005, by and between UNITED CONSUMERS CREDIT UNION (hereinafter referred to as "Creditor") and DEMETRIUS DUWAYNE CALDWELL and SABRINA BYRD CALDWELL (hereinafter referred to as "Debtors").

WITNESSETH:

WHEREAS, the Debtors are indebted to the Creditor in the amount of \$14,990.42, plus interest at the contract rate from and after October 16, 2005, and reasonable attorneys' fees, as evidenced by the Loan Agreement and Consumer Credit Disclosure Statement (hereinafter referred to as "Agreement") dated April 6, 2000 a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, the debt due to the Creditor is secured by a 1999 Jeep Cherokee, VIN #1J4FF6859XL656931 (hereinafter referred to as the "Collateral"); and

WHEREAS, for value received and acknowledged, Debtors executed the above-described Agreement, and Creditor is the holder in good faith of said Agreement. Creditor properly perfected its security interest in the Collateral as evidenced by the State of Missouri Notice of Lien, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference; and

WHEREAS, the Debtors filed a Chapter 7 voluntary petition in bankruptcy in the United States Bankruptcy Court as captioned above on October 16, 2005; and

WHEREAS, the Debtors wish to keep the Collateral and believe that they will be able to perform the payment terms set out in the Agreement; and

WHEREAS, the Debtors believe that it is in their best interest to reaffirm the indebtedness due Creditor as set out herein; and

WHEREAS, the Creditor will permit the Debtors to reaffirm the indebtedness due to Creditor and Debtors may retain the Collateral that is security for the indebtedness, provided, however, that the terms of the Agreement are complied with.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtors and the Creditor do hereby agree as follows:

1. That the Debtors do hereby reaffirm their duties, obligations and liabilities to Creditor under the Agreement. The Debtors agree that payments shall be made to Creditor in accordance with the terms of the Agreement until the entire indebtedness of \$14,990.42, plus interest at the contract rate from and after October 16, 2005, and reasonable attorneys' fees are paid in full; if Debtors are in default under the original Agreement any such default shall be cured within ninety (90) days of the signing of this Reaffirmation Agreement; that Debtors will begin making their regular payment of \$232.00 on or before December 30, 2005, and will make all subsequent payments on a monthly basis on or before the 30th day of each succeeding month at the offices of United Consumers Credit Union, 2326 S. Savage, Independence, MO 64055.

2. That the Debtors may retain possession of the Collateral so long as the Debtors shall comply with the terms and conditions set out in the Agreement.

3. That the Creditor shall retain a security interest in the Collateral, as set forth in the Agreement and may enforce the provisions related to default of said Agreement in the event of default by Debtors.

4. THAT THE DEBTORS MAY RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO DISCHARGE OR WITHIN 60 DAYS AFTER THIS AGREEMENT IS FILED WITH THE COURT, WHICHEVER OCCURS LATER, BY GIVING NOTICE TO THE CREDITOR. THIS AGREEMENT IS NOT REQUIRED UNDER TITLE 11 U.S.C. SECTION 524, UNDER

NON-BANKRUPTCY LAW, OR UNDER ANY AGREEMENT NOT IN ACCORDANCE
WITH THE PROVISIONS OF BANKRUPTCY LAW.

GALLAS & SCHULTZ

/s/ MARK J. SCHULTZ
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ATTORNEYS FOR CREDITOR
UNITED CONSUMER CREDIT

/s/Demetrius Duwayne Caldwell
DEMETRIUS DUWAYNE CALDWELL, Debtor

/s/Sabrina Byrd Caldwell
SABRINA BYRD CALDWELL, Debtor

ATTORNEY AFFIDAVIT

I, Brian C. Bugge, being duly sworn upon my oath, state:

1. That I am the attorney for the Debtors herein.
2. That the foregoing Reaffirmation Agreement represents a fully informed and voluntary agreement by the Debtors.
3. That the foregoing Reaffirmation Agreement does not impose an undue hardship of the Debtors or upon any of their dependents.
4. That I have fully advised the Debtors of the legal effect and consequences of said Reaffirmation Agreement and any default under such Agreement.

/s/Brian C. Bugge
Brian C. Bugge, Attorney for Debtors